

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

**CSC HOLDINGS, LLC and CABLEVISION
SYSTEMS NEW YORK CITY CORP., a
Single Employer,**

Respondent	Case Nos.	02-CA-085811
		02-CA-090823
and		29-CA-097013
		29-CA-097577
COMMUNICATION WORKERS OF AMERICA, AFL-CIO,		29-CA-100175

Charging Party.

**ORDER FURTHER CONSOLIDATING CASES, SECOND CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board), and to avoid unnecessary costs or delay, IT IS ORDERED THAT the Consolidated Complaint and Notice of Hearing issued on April 17, 2013, in Case Nos. 02-CA-085811 and 02-CA-090823 alleging that CSC Holdings, LLC (CSC Holdings) and Cablevision Systems New York City Corp. (Cablevision Systems), a single employer (Respondent) violated the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), by engaging in unfair labor practices, is further consolidated with Case Nos. 29-CA-097013, 29-CA-097577, and 29-CA-100175, a Consolidated Complaint and Notice of Hearing which issued on April 29, 2013, alleging that Respondent has engaged in further unfair labor practices within the meaning of the Act.

This Second Consolidated Complaint and Notice of Hearing, issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, is based on these consolidated cases and alleges that Respondent has violated the Act as described below:

1. The charges in the above cases were filed by the Communication Workers of America, AFL-CIO (Union) as set forth in the following table, and a copy was served by regular mail upon the Respondent(s) on the dates indicated:

<i>Case No.</i>	<i>Amendment</i>	<i>Respondent</i>	<i>Date Filed</i>	<i>Date Served</i>
<i>02-CA-085811</i>		<i>Cablevision Systems New York City Corp.</i>	<i>07/23/12</i>	<i>07/23/12</i>
<i>02-CA-090823</i>		<i>Cablevision Systems New York City Corp.</i>	<i>10/05/12</i>	<i>10/10/12</i>
<i>02-CA-090823</i>	<i>Amended</i>	<i>Cablevision Systems New York City Corp.</i>	<i>11/16/12</i>	<i>11/19/12</i>
<i>02-CA-090823</i>	<i>Second Amended</i>	<i>Cablevision Systems New York City Corp.</i>	<i>11/29/12</i>	<i>12/04/12</i>
<i>02-CA-090823</i>	<i>Third Amended</i>	<i>Cablevision Systems New York City Corp. and its parent co. CSC Holdings, LLC, a single employer</i>	<i>4/12/13</i>	<i>4/12/13</i>
<i>29-CA-097013</i>		<i>Cablevision Systems New York City Corp.</i>	<i>01/24/13</i>	<i>01/25/13</i>
<i>29-CA-097013</i>	<i>Amended</i>	<i>Cablevision Systems New York City Corp.</i>	<i>01/28/13</i>	<i>01/28/13</i>
<i>29-CA-097013</i>	<i>Second Amended</i>	<i>Cablevision Systems New York City Corp.</i>	<i>04/26/13</i>	<i>04/26/13</i>
<i>29-CA-097013</i>	<i>Third Amended</i>	<i>Cablevision Systems of New York City Corp. and CSC Holdings, LLC, as a single employer</i>	<i>05/16/13</i>	<i>05/22/13</i>

<i>29-CA-097557</i>		<i>Cablevision Systems New York City Corp.</i>	<i>01/31/13</i>	<i>02/04/13</i>
<i>29-CA-097557</i>	<i>Amended</i>	<i>Cablevision Systems New York City Corp.</i>	<i>02/19/13</i>	<i>02/21/13</i>
<i>29-CA-097557</i>	<i>Second Amended</i>	<i>Cablevision Systems New York City Corp.</i>	<i>04/25/13</i>	<i>04/26/13</i>
<i>29-CA-100175</i>		<i>Cablevision Systems New York City Corp.</i>	<i>03/12/13</i>	<i>03/13/13</i>

2. (a) At all material times, CSC Holdings, has been a domestic corporation with an office and headquarters located at 1111 Stewart Avenue, Bethpage, New York, engaged in various business enterprises, including the provision of cable television and communications services in various parts of the United States.

(b) At all material times, Cablevision Systems New York City Corp., a domestic corporation with its corporate office located at 1111 Stewart Avenue, Bethpage, New York; with a facility at 500 Brush Avenue, Bronx, New York (Bronx facility); and facilities located in Brooklyn, New York, has been engaged in the business of providing broadband cable communication services to residential and commercial customers in the Bronx, Brooklyn, and other locations in New York, New York.

(c) At all material times, CSC Holdings and Cablevision Systems have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged personnel with each other; have interrelated operations with common management and have held themselves out to the public as a single-integrated business enterprise.

(d) Based on its operations described above in subparagraph (c), CSC

Holdings and Cablevision Systems constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

(e) Annually, in the course and conduct of their business operations CSC

Holdings and Cablevision Systems separately and collectively derive revenues in excess of \$500,000.

(f) Annually, in the course and conduct of their business operations CSC

Holdings and Cablevision Systems separately and collectively purchase and receive at their facilities in New York State, goods and services valued in excess of \$5,000 directly from suppliers located outside the State of New York.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

4. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5. (a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act):

James L. Dolan	Chief Executive Officer
Barry Monopoli	Vice President Field Operations
Richard House	Construction Manager
John Lynn	Construction Manager
Andre Diaz	Fiber Department Supervisor

Ewan Isaacs	Plant Maintenance Supervisor
Randy Reed	Construction Supervisor
Winston McIntosh	Construction Supervisor
Daryl Gaines	Area Operations Manager
Rick LaVesque	Vice President

(b) At all material times, Harry Hughes held the position of Respondent's Corporate Investigator for Respondent's Security Department and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

6. In or about April, 2012, the precise date being unknown, Respondent, by James L. Dolan (Dolan), at a meeting of employees at the Bronx facility:

(a) Promised its employees improved wages and benefits;

(b) Promised its employees an improved system for registering their complaints, without fear of retaliation;

(c) By soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment.

(d) Respondent engaged in the conduct described above in subparagraphs 6(a) through 6(c) in order to discourage employees from selecting the Union as their collective bargaining representative.

7. (a) On or about April 15, 2012 the Employer, by various methods, including a PowerPoint presentation shown to employees at the Bronx facility and other locations, announced the implementation of wage and benefit improvements.

(b) In or about May 2012, Respondent implemented the first phase of its wage and benefit improvements.

(c) Respondent engaged in the conduct described above in subparagraphs 7(a) and 7(b) because certain employees of Respondent joined or supported the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

8. (a) On or about June 26, 2012, Respondent, by Dolan, at a meeting of employees at the Bronx facility impliedly threatened employees with the loss of opportunities for training, and advancement and loss of work if they selected the Union as their collective-bargaining representative.

(b) On or about June 26, 2012, Respondent, by Dolan, at a meeting of employees at the Bronx facility threatened employees with reduced benefits and more onerous working conditions if they selected the Union as their collective-bargaining representative.

9. The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time field service technicians, outside plant technicians, audit technicians, inside plant technicians, construction technicians, network fiber technicians, logistics associates, regional control center (RCC) representatives and coordinators employed by the Employer at its Brooklyn, New York facilities

Excluded: All other employees, including customer service employees, human resource department employees, professional employees, guards, and supervisors as defined in Section 2(11) of the Act.

10. On February 7, 2012, following the conduct of an election in Case No. 29-RC-070897, the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

11. At all times since February 7, 2012, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

12. (a) At various times from about May 30, 2012, through March 4, 2013, Respondent and the Charging Party met for the purposes of negotiating an initial collective-bargaining agreement with respect to wages, hours, and other terms and conditions of employment.

(b) During the period described above in paragraph 12(a), Respondent engaged in surface bargaining with no intent of reaching agreement by: (1) refusing to meet at reasonable times; (2) refusing to discuss economic issues until non-economic issues were resolved; (3) insisting on changing the scope of the certified bargaining unit; (4) rigidly adhering to proposals that are predictably unacceptable to the Union; (5) refusing to discuss a union security clause and then raising philosophical objections to such clause; (6) submitting regressive proposals to the Union; (7) withdrawing from a tentative agreement; (8) refusing to discuss mandatory subjects of bargaining; and (9) by significantly delaying the provision of relevant wage information to the Union.

(c) By its overall conduct, including the conduct described above in paragraph 12(b), Respondent has failed and refused to bargain in good faith with the Union as the exclusive collective-bargaining representative of the Unit.

13. (a) Since about August 23, 2012, the Union has requested, in writing, that Respondent furnish it with the following information regarding employees at the Bronx facility: (1) documents related to changes made during the period April 1, 2012, to the present, with respect to wages and benefits; a Career Progression Plan; and a salary matrix of all employees, employed in the same or similar job classifications as the Unit.

(b) During bargaining, as described above in paragraph 12(a), the Union demonstrated to the Employer that the information requested in paragraph 13(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) From about August 23, 2012 to about March 6, 2013, the Respondent delayed in furnishing the Union with the information requested by it as described above in paragraph 13(a).

14. About January 24, 2013 Respondent, through Daryl Gains, instructed employees not to engage in activities in support of the Union.

15. About February 7, 2013, Respondent, by Harry Hughes, in front of the Madison Square Garden Arena in New York City, New York, engaged in surveillance of employees engaged in union activities.

16. About the first week of February 2013, Respondent, by Rick LaVesque, in his office at Respondent's 96th Street facility, informed a Unit employee that it was futile for the employee to support the Union because bargaining for a contract with Respondent was futile.

17. (a) On January 30, 2013, certain Unit employees of Respondent ceased work concertedly and engaged in a strike.

(b) The strike described above in paragraph 17(a) was caused by Respondent's unfair labor practices described above in paragraphs 12(a) through (c).

18. (a) On January 30, 2013, Respondent, by Rick LaVesque, informed the following employees engaged in the unfair labor practice strike described above in paragraph 17, that they had been permanently replaced:

Clarence Adams	Eric Ocasio
David Gifford	Malik Coleman
La'kesia Johnson	Andre Riggs
Courtney Graham	Raymond Reid
Miles Watson	Borris H. Reid
Andre Bellato	Steven Ashurst
Jerome Thompson	Shaun Morgan
Trevor Mitchell	Stanley Galloway
Ray Meyers	Brent Randein
Marlon Gayle	Corey Williams
Richard Wilcher	Raymond Williams

(b) On January 30, 2013, Respondent directed the employees described above in paragraph 18(a) to turn in their identification badges, keys, and radios, and had these employees escorted out of the facility by NYPD officers.

(c) By the conduct described above in paragraphs 18(a) and (b), Respondent discharged the named employees on January 30, 2013.

(d) On various dates beginning on February 6, 2013, and ending on March 20, 2013, Respondent reinstated the named employees to their former positions of employment.

(e) The reinstatement of the employees as described in paragraph 18(d) was without backpay.

(f) Respondent engaged in the conduct described above in paragraphs 18(a) through (e) because the named employees of Respondent assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

19. (a) In the alternative, if the strike described above in paragraph 17(a) was not caused and/or prolonged by the unfair labor practices, the work stoppage described in paragraph 17(a) was an economic strike.

(b) On January 30, 2013, by indicating that they would return to their work duties, the following employees, who engaged in the strike described above in paragraph 19(a) made an unconditional offer to return to their former positions of employment:

Clarence Adams	Eric Ocasio
David Gifford	Malik Coleman
La'kesia Johnson	Andre Riggs
Courtney Graham	Raymond Reid
Miles Watson	Borris H. Reid
Andre Bellato	Steven Ashurst
Jerome Thompson	Shaun Morgan
Trevor Mitchell	Stanley Galloway
Ray Meyers	Brent Randein
Marlon Gayle	Corey Williams
Richard Wilcher	Raymond Williams

(c) The Respondent refused to reinstate the employees described above in paragraph 19(a) upon their unconditional offer to return to work.

(d) Respondent engaged in the conduct described above in paragraphs 19 (a) through (c) because the named employees of Respondent assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

20. By the conduct described above in paragraphs 6 through 8 and 14 through 16, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

21. By the conduct described above in paragraphs 7, 18 and 19, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

22. By the conduct described above in paragraphs 12 and 13, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

23. The unfair labor practices of Respondent, described above, affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE As part of the remedy for the unfair labor practices alleged above, the Acting General Counsel seeks an Order requiring that the Notice be read to employees during working time by a high level official of Respondent at its facilities in the Bronx, New York; Shelton, Connecticut; White Plains, New York; Newark, New Jersey; and in Nassau and Suffolk Counties, New York.

As part of the remedy for the unfair labor practices alleged above in paragraphs 12 and 13, the Acting General Counsel seeks an Order requiring Respondent to: (1) bargain on request within fifteen (15) days of a Board Order; (2) bargain on request for a minimum of fifteen (15) hours a week until an agreement or lawful impasse is reached or until the parties agree to a respite in bargaining; and (3) prepare written bargaining progress reports every fifteen (15) days and submit them to the Regional Director of Region 29 and also serve the reports on the Charging Party to provide the Charging Party with an opportunity to reply.

As part of the remedy the unfair labor practices alleged above in paragraphs 12 and 13, the Acting General Counsel seeks an Order requiring Respondent to bargain in good faith with

Charging Party, on request, for an additional period of twelve (12) months as provided for by *Mar-Jac Poultry*, 136 NLRB 785 (1962), as the recognized bargaining representative in the appropriate unit. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

As part of the remedy for the unfair labor practices alleged above in paragraphs 18, and in the alternative paragraph 19, the Acting General Counsel seeks an Order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination in accordance with *Latino Express*, 359 NLRB No. 44 (2012). The Acting General Counsel further seeks that Respondent be required to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods. Finally, the Acting General Counsel seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations; it must file an answer to the Consolidated Complaint. The answer must be **received by this office on or before June 7, 2013, or postmarked on or before June 6, 2013.**

Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website

informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the bases that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of that answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-Filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Consolidated Complaint are true.


Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulations, be filed by the close of business on June 7, 2013. The request should be in writing and addressed to the Regional Director of Region 29.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **July 8, 2013, at 9:30 a.m.** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board at a hearing room on the 14th floor at the New York Judge's

Office, 120 West 45th Street, New York, NY. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Consolidated Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: May 24, 2013
Brooklyn, New York



JAMES G. PAULSEN
Regional Director, Region 29
National Labor Relations Board
2 MetroTech Center, Suite 5100
Brooklyn, NY 11201-3838

Attachments

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

**CSC HOLDINGS, LLC and CABLEVISION
SYSTEMS NEW YORK CITY CORP., a
Single Employer,**

Respondent

Case Nos. 02-CA-085811
 02-CA-090823
 29-CA-097013
 29-CA-097557
 29-CA-100175

and

**COMMUNICATION WORKERS OF
AMERICA, AFL-CIO,**

Charging Party.

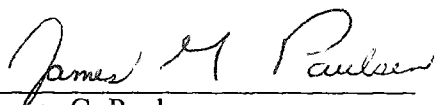
ERRATUM

On May 24, 2013, an Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing ("Order") issued in the above-captioned cases. The Order inadvertently listed Case No. "29-CA-097577" in the caption and in first full paragraph of the Order. The undersigned hereby corrects the Order, and corrects the case caption to read as follows:

Case Nos. 02-CA-085811
 02-CA-090823
 29-CA-097013
 29-CA-097557
 29-CA-100175

The undersigned further corrects the sentence in the first paragraph of the Order that states, "...is further consolidated with Case Nos. 29-CA-097013, 29-CA-097577, and 29-CA-100175..." to read as "is further consolidated with Case Nos. 29-CA-097013, 29-CA-097557, and 29-CA-100175."

Dated at Brooklyn, New York, May 28, 2013.


James G. Paulsen
Regional Director
National Labor Relations Board
Region 29
Two MetroTech Center, Suite 5100
Brooklyn, New York 11201-3838

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

**CSC HOLDINGS, LLC and CABLEVISION
SYSTEMS NEW YORK CITY CORP., a
Single Employer,**

Respondent

Case Nos. 02-CA-085811
 02-CA-090823
 29-CA-097013
 29-CA-097557
 29-CA-100175

and

**COMMUNICATION WORKERS OF
AMERICA, AFL-CIO,**

Charging Party.

**NOTICE TO AMEND SECOND CONSOLIDATED COMPLAINT
AND TO FURTHER CONSOLIDATE CASES**

PLEASE TAKE NOTICE that at the opening of the hearing in the above-captioned case scheduled to begin September 16, 2013, Counsel for the Acting General Counsel intends to consolidate Case No. 29-CA-110974 with and to amend the Second Consolidated Complaint in the above-captioned case in the following manner:

- A. The caption will be amended to include Case No. 29-CA-110974
- B. Delete the following sentence from the introductory paragraph of the Second Consolidated Complaint:

“Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board), and to avoid unnecessary costs or delay, IT IS ORDERED THAT the consolidated Complaint and Notice of Hearing issued on April 17, 2013, in Case Nos. 02-CA-085811 and 02-CA-090823 alleging that CSC Holdings, LLC (CSC Holdings) and Cablevision Systems New York City Cop. (Cablevision Systems), a single employer (Respondent) violated the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), by engaging in unfair labor practices, is further consolidated with Case Nos. 29-CA-097013, 29-CA-097577, and 29-CA-100175, a Consolidated Complaint and Notice of Hearing which issued on April 29, 2013, alleging that Respondent has engaged in further unfair labor practices within the meaning of the Act.

C. Substitute in place of the sentence referenced in “B” above:

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board), and to avoid unnecessary costs or delay, IT IS ORDERED THAT the consolidated Complaint and Notice of Hearing issued on April 17, 2013, in Case Nos. 02-CA-085811 and 02-CA-090823 alleging that CSC Holdings, LLC (CSC Holdings) and Cablevision Systems New York City Cop. (Cablevision Systems), a single employer (Respondent) violated the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), by engaging in unfair labor practices, is further consolidated with Case Nos. 29-CA-097013, 29-CA-097577, and 29-CA-100175, a Consolidated Complaint and Notice of Hearing which issued on April 29, 2013, and Case No. 29-CA-110974, alleging that Respondent has engaged in further unfair labor practices within the meaning of the Act.

D. Delete paragraph 1.

E. Substitute in place of paragraph 1:

1. The charges in the above cases were filed by the Communication Workers of America, AFL-CIO (Union) as set forth in the following table, and a copy was served by regular mail upon the Respondent(s) on the dates indicated:

<i>Case No.</i>	<i>Amendment</i>	<i>Respondent</i>	<i>Date Filed</i>	<i>Date Served</i>
<i>02-CA-085811</i>		<i>Cablevision Systems New York City Corp.</i>	<i>07/23/12</i>	<i>07/23/12</i>
<i>02-CA-085811</i>	<i>Amended</i>	<i>Cablevision Systems New York City Corp. and its parent co. CSC Holdings, LLC, a single employer</i>	<i>4/12/13</i>	<i>4/12/13</i>
<i>02-CA-090823</i>		<i>Cablevision Systems New York City Corp.</i>	<i>10/05/12</i>	<i>10/10/12</i>
<i>02-CA-090823</i>	<i>Amended</i>	<i>Cablevision Systems New York City Corp.</i>	<i>11/16/12</i>	<i>11/19/12</i>
<i>02-CA-090823</i>	<i>Second Amended</i>	<i>Cablevision Systems New York City Corp.</i>	<i>11/29/12</i>	<i>12/04/12</i>
<i>02-CA-090823</i>	<i>Third Amended</i>	<i>Cablevision Systems New York City Corp. and its parent co. CSC Holdings, LLC, a single employer</i>	<i>4/12/13</i>	<i>4/12/13</i>

<i>29-CA-097013</i>		<i>Cablevision Systems New York City Corp.</i>	<i>01/24/13</i>	<i>01/25/13</i>
<i>29-CA-097013</i>	<i>Amended</i>	<i>Cablevision Systems New York City Corp.</i>	<i>01/28/13</i>	<i>01/28/13</i>
<i>29-CA-097013</i>	<i>Second Amended</i>	<i>Cablevision Systems New York City Corp.</i>	<i>04/26/13</i>	<i>04/26/13</i>
<i>29-CA-097013</i>	<i>Third Amended</i>	<i>Cablevision Systems of New York City Corp. and CSC Holdings, LLC, as a single employer</i>	<i>05/16/13</i>	<i>05/22/13</i>
<i>29-CA-097557</i>		<i>Cablevision Systems New York City Corp.</i>	<i>01/31/13</i>	<i>02/04/13</i>
<i>29-CA-097557</i>	<i>Amended</i>	<i>Cablevision Systems New York City Corp.</i>	<i>02/19/13</i>	<i>02/21/13</i>
<i>29-CA-097557</i>	<i>Second Amended</i>	<i>Cablevision Systems New York City Corp.</i>	<i>04/25/13</i>	<i>04/26/13</i>
<i>29-CA-097557</i>	<i>Third Amended</i>	<i>Cablevision Systems of New York City Corp. and CSC Holdings, LLC, as a single employer</i>	<i>08/30/13</i>	<i>08/30/13</i>
<i>29-CA-100175</i>		<i>Cablevision Systems New York City Corp.</i>	<i>03/12/13</i>	<i>03/13/13</i>
<i>29-CA-100175</i>	<i>Second Amended</i>	<i>Cablevision Systems of New York City Corp. and CSC Holdings, LLC, as a single employer</i>	<i>08/30/13</i>	<i>08/30/13</i>
<i>29-CA-110974</i>		<i>Cablevision Systems of New York City Corp.</i>	<i>08/09/13</i>	<i>08/12/13</i>
<i>29-CA-110974</i>	<i>Amended</i>	<i>Cablevision Systems of New York City Corp. and CSC Holdings, LLC, as a single employer</i>	<i>08/30/13</i>	<i>08/30/13</i>

F. Delete paragraphs 20-23.

G. Substitute in place of paragraphs 20-23 the following:

20. (a) On or before August 1, 2013, Respondent, by its agents, officers and representatives, unilaterally changed terms and conditions of employment by providing employees in the Unit with advanced training without notice to the Union

(b) On or about August 1, 2013, Respondent, by its agents, officers and representatives, unilaterally cancelled the advanced training referenced in paragraph 20(a).

(c) The subject set forth above in paragraph 20(a) and (b) relates to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

21. Respondent engaged in the conduct described above in paragraphs 20(a) and (b) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct or the effects of this conduct and without first bargaining with the Union to a good-faith impasse.

22. About August 1, 2013, Respondent, by Rick LeVesque, in a memorandum to Unit employees, implicitly indicated to Unit employees that they made a mistake in selecting the Union as their exclusive representative.

23. By the conduct described above in paragraphs 6, 7, 8, 14, 16 and 22 Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

H. Add the following paragraphs:

24. By the conduct described above in paragraph 7, 18, and 19 Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its

employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

25. By the conduct described above in paragraphs 12, 13, 20, and 21 Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

26. The unfair labor practices of Respondent, described above, affect commerce within the meaning of Section 2(6) and (7) of the Act.

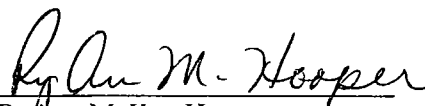
I. Delete the following language:

WHEREFORE As part of the remedy for the unfair labor practices alleged above, the Acting General Counsel seeks an Order requiring that the Notice be read to employees during working time by a high level official of Respondent at its facilities in the Bronx, New York; Shelton, Connecticut; White Plains, New York; Newark, New Jersey; and in Nassau and Suffolk Counties, New York.

J. Substitute in place of the language referenced in "I" above:

WHEREFORE As part of the remedy for the unfair labor practices alleged above, the Acting General Counsel seeks an Order requiring that the Notice be read to employees during working time by a high level official of Respondent at its facilities in the Bronx, New York; Brooklyn, New York; Shelton, Connecticut; White Plains, New York; Newark, New Jersey; and in Nassau and Suffolk Counties, New York.

Dated at Brooklyn, NY this 30th day of August 2013.


RyAnn McKay Hooper
Counsel for the Acting General Counsel
National Labor Relations Board
Region 29
2 MetroTech Center, Suite 5100
Brooklyn, NY 11201-3838

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

**CSC HOLDINGS, LLC and CABLEVISION
SYSTEMS NEW YORK CITY CORP.,**
A Single Employer,

Respondent

Case Nos. 02-CA-085811
 02-CA-090823
 29-CA-097013
 29-CA-097557
 29-CA-100175
 29-CA-110974

and

**COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO**

Charging Party.

AFFIDAVIT OF SERVICE of Notice to Amend Second Consolidated Complaint and to
Further Consolidate Cases

I, the undersigned employee of the National Labor Relations Board, state under oath that on , I
served the above-entitled document(s) by electronic mail upon the following persons, addressed
to them at the following addresses:

HARLAN J. SILVERSTEIN, Esq.
KAUFF MCGUIRE & MARGOLIS LLP
950 3rd Ave Fl 14
New York, NY 10022-2773
silverstein@kmm.com

DOREEN S. DAVIS, ESQ.
JONES DAY
222 E 41st St
New York, NY 10017-6739
ddavis@jonesday.com

GABRIELLE SEMEL, District Counsel
COMMUNICATION WORKERS OF AMERICA
350 7TH AVE RM 1800
NEW YORK, NY 10001-1931
gsemel@cwa-union.org

8/30/13

Date

RyAnn M. Hooper, Designated Agent of
NLRB

Name

RyAnn M. Hooper

Signature